

Contract no. 1014

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
JUN 30 1992  
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE

EAST ORANGE PERSONNEL ASSOCIATION

AND

EAST ORANGE BOARD OF EDUCATION

JULY 1, 1989

TO

JUNE 30, 1992

\*\*\*\*\*

## TABLE OF CONTENTS

ARTICLE	I - OBJECTS .....	1
ARTICLE	II - ASSOCIATION RECOGNITION AND JURISDICTION .....	1
ARTICLE	III - MODIFICATION OF AGREEMENTS AND NEGOTIATIONS ...	2
ARTICLE	IV - DEFINITION OF AUTHORITY .....	2
ARTICLE	V - TEMPORARY ABSENCES AND LEAVES .....	3
ARTICLE	VI - WORK HOURS AND OVERTIME RATES .....	11
ARTICLE	VII - SALARY GUIDE .....	13
ARTICLE	VIII - OTHER CONDITIONS OF EMPLOYMENT .....	15
ARTICLE	IX - UNIFORMS .....	17
ARTICLE	X - HEALTH INSURANCE .....	17
ARTICLE	XI - RESPONSIBILITIES .....	18
ARTICLE	XII - GRIEVANCE PROCEDURE .....	19
ARTICLE	XIII - TENURE .....	22
ARTICLE	XIV - VACATIONS .....	22
ARTICLE	XV - MISCELLANEOUS .....	23
ARTICLE	XVI - TERM .....	24

\*\*\*\*\*

## **ARTICLE I - OBJECTS**

The objects of this Agreement, and the aims and intentions which the parties are desirous of attaining are:

1. To effectuate a spirit of fair dealings between the East Orange Board of Education and the employees through the Association and the Board.

2. To maintain fair and equitable wages, terms and conditions of employment.

3. To bring about and establish a high order of discipline and efficiency by the intelligent cooperation of the Board of Education and employees through the Association and the Board.

4. To avert and eliminate all strikes, lockouts and interference with work, with their attendant loss and waste to all parties, by the substitution in their stead of a peaceful and orderly machinery for the handling of all disputes which may arise among the Board of Education, Association and employees.

5. To improve the standards of workmanship and conduct to assure a fair and proper quantity, quality, and cost of maintaining school properties.

## **ARTICLE II - ASSOCIATION RECOGNITION AND JURISDICTION**

Upon a sufficient and proper showing of interest pursuant to the rules and regulations of the Public

Employment Relations Commission, the Board of Education of East Orange recognizes the East Orange Personnel Association as the sole and exclusive employee representative for all Head and Assistant Custodians employed by the Board of Education.

### **ARTICLE III - MODIFICATION OF AGREEMENTS AND NEGOTIATIONS**

Before the Board adopts a change in policy which affects terms and conditions of employment of Head Custodians and Assistant Custodians, the Board will notify the Association, in writing, that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced in writing, signed by the Board and the Association and become an addendum to this Agreement.

### **ARTICLE IV - DEFINITION OF AUTHORITY**

#### **A. Board of Education**

The Board of Education is the legal agent of the public and it is appointed to efficiently manage the people's public schools. This Board is the final authority under whom all school employees function.

B. Head Custodian

The work performed by the custodial staff in each public school is directed by the Board of Education appointed employee known as Head Custodian. He/she not only directs the work in his/her assigned building but he/she is also assigned regular custodial duties to perform. He/she is not only directly responsible to the Supervisor of Custodians for the efficient performance of work schedules assigned to himself/herself and other workers, but to the Principal of the School for the general tone and appearance of the Buildings and Grounds under his/her jurisdiction.

**ARTICLE V - TEMPORARY ABSENCES AND LEAVES**

A. General Policy

1. Under no circumstances shall any person be absent from work without the knowledge of the Head Custodian. The Head Custodian shall notify the Supervisor of Custodians and the building principal of such absences.

2. When any Custodian or Assistant Custodian is absent, he/she shall notify the Head Custodian before his/her scheduled starting time. Employees working out of the Service Building shall notify the Supervisor of Custodians before his/her scheduled starting time.

3. The following rules pertaining to absence shall apply to all staff members:

B. Types of Absences and Leaves

1. Accidents on School Property

a. Absence of employees who have been injured while on duty will not count against their sick leave provided:

1. Employee reports said accident to his/her supervisor before the end of the working day.

2. Employee is under the care of a doctor authorized by the Board of Education and provides doctor's certificate no later than the fifth (5th) day after returning to work.

3. In the case of prolonged injury or illness, notification of intent to return to work must be made every thirty (30) days.

2. Personal Illness

a. Absence for personal illness shall be allowed with full pay not exceeding twelve (12) working days in any school year from July 1st to June 30th.

b. Each employee shall be entitled to twelve (12) sick days per year which shall be accumulative without limit. Upon request, the Board shall provide each employee with the number of sick days to which he/she is entitled.

c. Absences on sick leave shall always be charged to the first twelve (12) days allowance for the current school year under sub-section "a" until it is fully utilized and thereafter to the accumulative credit to the extent that such credit is available.

d. In all absences under this section totaling four (4) or more consecutive school days, the employee must file a physician's certificate with the Personnel Department by way of the Supervisor of Custodians.

e. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

### 3. Illness in the Family

a. Where personal presence is requested by a physician, because of the critical illness of (1) an employee's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, or (2) any other person living in the employee's immediate family household, absences will be allowed with pay for a total period of five (5) days each year, cumulative to a maximum of ten (10) days.

### 4. Death in the Immediate Family or of Nearest Relative

a. A maximum of ten (10) work days without loss of pay will be allowed for absence due to death in the immediate family or of nearest relative in such school year. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: mother, father, sister, brother, husband, wife, son, daughter, grandchild, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,

or other family member living in the household.

b. In the case of the death of a more distant relative not specified in sub-section "a" above, or of a close friend, absence shall be permitted under the personal leave provisions set forth below.

#### 5. Quarantine

a. Absences due to quarantine on account of contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.

b. A certificate from the health officer of the community or a school physician shall be filed with the Personnel Department by way of the Supervisor of Custodians for all absence due to quarantine under this section.

#### 6. Personal Leave

a. A maximum of two (2) work days per year shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. All employees are required to give twenty-four (24) hours notice to the Head Custodian in advance of such leave. \*Personal leave shall not be allowed during the first two (2) weeks of school, during the last two (2) weeks of school, nor on the day immediately preceding or following a holiday or vacation period.

\*This restriction shall not apply to absences for death of a distant relative pursuant to Section 4b above.

b. Personal leave may be accumulated four (4) or more personal days, half of the unused days (at the end of the school year) will be added to available personal illness days if the employee so chooses.

7. Public Obligations

a. Employees shall be permitted to be absent with pay when it is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services as required by subpoena. The subpoena shall be filed with the Business Manager through that Supervisor of Custodians.

b. If the employee is a party to a suit, absences from work in that connection shall be granted subject to the provisions of Section 6 (Personal Leave).

c. Custodians working on second shift shall report to work at 6:00 P.M. on days for which they have jury duty. Custodians working third shift shall be released at 4:00 A.M. on days they are to serve on jury duty. (Staff shall be paid for a full shift).

Staff who experience particular hardship shall discuss the matter with the director of personnel who shall consider the individual circumstances and provide appropriate relief where warranted.

8. Military Reserve Training

a. Absence for military reserve training shall be allowed with full pay, provided that such leave is required by military orders and such orders are filed with the Business Manager through the Supervisor of Custodians.

b. Employees who have such obligations should arrange this duty during vacation periods if possible.

c. Leave for military reserve training will be approved by the Superintendent through the Supervisor of Custodians.

9. Religious holidays where religious responsibilities cannot be handled outside of regular work hours will be provided for by personal leave as given above.

10. a. Holidays

New Year's Day

Martin Luther King's Birthday

Good Friday

Washington's Birthday

Memorial Day

Independence Day (Except Saturday)

Labor Day

NJEA Convention Days - (Four (4) Officers or  
Designees)-(President/  
Vice-President/  
Secretary/Treasurer)

Thanksgiving Recess - (Two (2) days)

Christmas Recess

b. Whenever an employee is required to work on any of the holidays he/she shall receive time and one-half his/her regular salary in addition to his/her normal day's pay for said holiday.

11. Resignation or Retirement

Employees who resign or who retire on pension may be allowed a vacation immediately preceding the date of resignation or retirement at the proportionate rate of days for each month of service, up to the number of days normally allowed from the first day of the fiscal year.

12. Attendance Procedures

The following procedures shall apply when absences exceed an average of one (1) day per month or when tardiness exceed three (3) instances per month.

The initial step shall be initiated when the tardiness or absences occur as noted above. Step 2 and beyond shall be instituted if no improvement is shown in the tardiness or attendance record or if tardiness or absenteeism continues.

Step 1 - Conference shall be held and a memorandum regarding same shall be placed in the personnel file.

Step 2 - A conference shall be held which shall result in one or more of the following: a verbal reprimand and/or written memo.

Step 3 - A written reprimand being placed in the personnel file.

Step 4 - In the case of continual tardiness, each fifteen (15) minutes or portion thereof shall result in the docking of pay at a rate equal to the regular hourly rate. In the case of absences, the nature and extent of the disciplinary action shall be at the discretion of the Board.

Step 5 - Step 1 and above shall be repeated. The above procedures shall not apply to long term absences (five (5) or more consecutive days) due to illness. The above procedures shall not apply to absences due to death in the family, jury duty, workman's compensation or military reserve training.

An employee shall be entitled to additional vacation time when his/her annual attendance is as follows:

0 - 5 days absent = one (1) bonus vacation day

6 - 8 days absent = one-half (1/2) bonus vacation day

The above shall apply only in those instances where the employee has been late no more than five (5) minutes, three (3) or fewer times: this applies for reporting to work.

All such additional vacation days shall be available for use as of July 1, following the year in which they are earned and may be taken immediately or accumulated without limit. Such days shall be requested and approved in the same manner as all other requests for vacation.

The above procedure shall not apply to jury duty, military reserve training, workman's compensation and approved vacation days.

Employees who have a complaint as to the procedure followed or decision rendered by the Board shall have recourse to the Commissioner of Education.

Grievances under this Article shall be excluded from the Arbitration Provisions of Article XII.

The Board will not act in an unfair manner.

#### **ARTICLE VI - WORK HOURS AND OVERTIME RATES**

The normal working hours for the Custodial Department will be as required by the various schools and as determined by the Head Custodian of said school. Custodians and Assistant Custodians shall work eight (8) hours per day. The eight (8) hours per day include the one-half hour allowed for lunch or supper.

A. Lunch

Custodians and Assistant Custodians shall be permitted to leave their building during their lunch period provided someone is left to watch the building. It is understood that employees shall be entitled to one-half (1/2) hour duty-free lunch period. Lunch period will be assigned by the Head Custodian.

B. Absence Without Leave

Employees taking any time off from work except for sickness or injury without permission from his/her supervisor, will be considered absent without leave and subject to disciplinary action.

C. Overtime Rates

1. All employees shall receive time and one-half their regular hourly rate for all work in excess of eight (8) hours per day.

2. Anyone called in on an emergency basis will be paid for the time actually worked.

D. Seniority

Seniority shall prevail in layoffs.

E. Transfer

Whenever an employee is transferred to a higher paying job, whether the transfer is permanent or temporary, he/she shall be paid at the rate of the higher paying job; upgrading to begin after five (5) working days.

# ARTICLE VII - SALARY GUIDE

1988-89	1989-90	1990-91	1991-92
	\$17,500	\$18,500	\$19,500
\$17,003	18,003	19,303	20,903
18,002	19,202	20,502	22,202
18,600	20,100	21,400	23,200
19,010	20,610	21,910	23,800
19,550	21,860	23,360	25,360
20,010	21,860	23,360	25,360
20,418	22,418	24,218	26,318
20,817	22,817	24,817	27,017
21,441	23,541	25,541	27,916
22,315	24,415	26,415	28,790
23,714	25,814	27,814	30,189

All guide movement shall be lateral.

A one-time bonus of \$1,000 shall be paid to all custodians who obtain a fireman's license during the term of this agreement.

Differential for Heads

Type 1 School \$1,650 per year

Type 2 School \$1,850 per year

Type 3 School \$2,250 per year

Type 4 School \$3,000 per year

Differential for 2nd Shift \$800 per year

Differential for 3rd Shift \$1,020 per year

Differential for Acting Head - \$6.00 per day

All Head Custodians shall possess a fireman's  
license.

**DIFFERENTIAL FOR HEADS BY FACILITY**

TYPE 1-\$1,650	TYPE 2-\$1,850	TYPE 3-\$2,250	TYPE 4-\$3,000
Jackson	Ashland	C.J.Scott HS	East Orange HS
Truth	Columbian		
Healy	Elmwood		
Kentopp	Lincoln		
Nassau	Franklin		
Stockton	Costley		
Washington	VLD		
Edmonson Ctr			
715 Park Avenue			

## ARTICLE VIII - OTHER CONDITIONS OF EMPLOYMENT

### A. Vacancies

An attempt will be made to fill all vacancies from the ranks before seeking outside applicants. The Board will give as much advance notice of vacancies as is possible and all replies to said notices must be in writing. Vacancies will be filled on the basis of a ninety (90) day probation period. Decisions will be made by the Business Manager and the Supervisor of Custodians. The Head Custodian shall make recommendations. After ninety (90) days of employment, the worker must be either appointed or released.

### B. Disciplinary Action

1. All warnings for offenses shall be in writing with copies to the affected employee and the Association. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action.

2. These rules and regulations shall apply to custodial employees of the Board of Education, and the penalty for any serious infractions of these rules and regulations shall be as follows:

- a. first offense - written warning
- b. second offense - one (1) to three (3) days suspension without pay

c. third offense - three (3) to five  
(5) days without pay

d. fourth offense - discharge

1. Discharge shall be for  
unsatisfactory job performance.\*

2. After due warning from the  
supervisor to the employee.

3. The Association shall be  
notified, in writing, of a discharge within three (3) days.

3. Determination of extent of punishment  
for infraction of the rules and regulations in this policy  
shall rest with the School Business Administrator and/or  
Supervisor of Custodians and the Association. In all  
disciplinary actions, an Association Representative must be  
present, and a letter sent to the Association explaining  
actions.

4. The employee shall have the right to  
representation at any meeting with the supervisor, if such  
meeting will result in disciplinary action.

C. The Custodian's handbook will be provided  
each custodian, and he/she shall be responsible for carrying  
out the instructions therein.

\*Examples: (excessive tardiness, excessive absenteeism,  
theft, drinking on the job, or no-shows)

## ARTICLE IX - UNIFORMS

The Board of Education will provide seven (7) uniforms for all employees. It shall be the responsibility of the employee to clean the uniforms. The Board agrees to replace uniforms as they wear out.

The Board of Education will provide identification cards with pictures for all employees.

## ARTICLE X - HEALTH INSURANCE

A. All employees shall receive the same insurance as provided to the Teachers. The Board of Education shall make known the coverage to all employees. Blue Cross and Blue Shield, Rider "J", Major Medical, and Family Plan, paid for by the Board of Education, is presently in effect. Effective 1981-82, the Board of Education reserves the right to provide "equivalent coverage".

B. The Board agrees to pay the full premium for the employee and his/her eligible dependents for prescription insurance as follows:

1. \$3.00 co-pay if the employee chooses the generic drug equivalent when the brand name is available.

2. \$6.00 co-pay if the employee chooses the brand name drug when the generic drug equivalent is

available.

3. \$3.00 co-pay if no generic drug equivalent is available.

4. The Board and the Association agree to encourage all employees to use the mail-in program for prescription drugs.

C. Effective July 1, 1988, the Board agrees to provide an employee dental plan.

#### **ARTICLE XI - RESPONSIBILITIES**

##### **A. Property**

1. During severe wind, rain, or snow storms, all Head Custodians shall report to their buildings and investigate any damages that may occur in the building as a result of such a storm. It shall be the Head Custodians' duty to attend to boilers whenever necessary and to protect all parts of the building from freezing.

2. Custodians will perform all duties as required by the supervisor.

##### **B. Safety**

The Custodial employees are responsible, in a great measure, for the safety of the people who use the buildings and grounds. They must continuously be alert to such hazards as loose panes and glass, defective stairs and sidewalks, slippery hallways, poor electrical connections,

unprotected oily rags in storeroom closets, and ineffective fire prevention equipment as well as for fire hazards of all kinds.

C. Performance of Duties Listed on Work Schedules

All custodial employees are responsible for adequately performing all assignments listed on the work schedules.

**ARTICLE XII - GRIEVANCE PROCEDURES**

A. A grievance shall be defined as any question arising out of the interpretation of application of the terms of this Agreement.

B. It is understood and agreed that both the Board and the Association shall have the right to utilize all provisions of this Article and that grievances may be processed either by an employee, the Association or the Board.

C. A grievance shall be deemed waived unless it is filed within thirty (30) days after the aggrieved party knows or should have known of the events or conditions on which the grievance is based.

D. The Association shall be present at all steps of the grievance procedure and an employee shall not be required to discuss a grievance with the Board without having Association representation present.

#### E. Levels

##### 1. Level One

A custodian with a grievance shall first discuss it with his/her principal or Custodial Supervisor, either privately or with the Association's Building Representative and/or an officer of the Association present, with the objective of resolving the matter informally.

##### 2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and he/she wishes to pursue the grievance, he/she shall submit it in writing to his/her building principal or Custodial Supervisor or if no decision has been rendered within the five (5) school days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with copies to the Superintendent and the Association.

b. The building principal or immediate supervisor shall respond in writing within five (5) school days. If the aggrieved person is not satisfied with the response of the building principal or the Custodial Supervisor or if no decision has been rendered within the five (5) school days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with

copies to the Association within ten (10) school days after the decision of his/her building principal or Custodial Supervisor.

3. Level Three

a Upon the request of the aggrieved person, the Superintendent or his/her designated representative shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received by his/her.

4. Level Four

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within ten (10) school days file the grievance in writing with the Association and the Board.

b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association and the Superintendent in an effort to resolve it.

5. Level Five

If the grievance is not settled to the mutual satisfaction of the parties, it may be submitted to arbitration in accordance with the rules and regulations of

the Public Employment Relations Commission. The award of the arbitrator shall be final and binding on all parties. It is understood and agreed that the arbitrator must be rendered within thirty (30) days after the submission to the arbitrator. Whenever a reply in writing is required to be made within a specified time limit, failure to so reply within the time limit shall be interpreted as a denial of the grievance. Nothing contained herein shall be interpreted to deny the aggrieved of his/her right to proceed through the method of review prescribed by statute. It is mutually agreed, however, that the aggrieved must choose the method of review he/she intends to follow, it being agreed the he/she may not use of both this grievance procedure and some other form of review he/she intends to follow, it being agreed that he/she may not make use of both this grievance procedure and some other form of review.

#### **ARTICLE XIII - TENURE**

\*See 18A 17:3

#### **ARTICLE XIV - VACATIONS**

Up to one (1) year, one (1) working day per month up to a maximum of ten (10) working days; from one (1) to eight (8) years, ten (10) working days; from nine (9) to seventeen (17) years, fifteen (15) working days; eighteen

(18) years and over, twenty (20) working days.

Vacation shall be scheduled throughout the year based on seniority with the approval of the Head Custodian in each school.

#### **ARTICLE XV - MISCELLANEOUS**

##### **A. Coffee Break**

Employees working 8:00 A.M. to 12:00 noon will be allowed a fifteen (15) minute coffee break from 10:00 A.M. to 10:15 A.M.. Employees working hours other than those mentioned above will be allowed a fifteen (15) minute coffee break as determined by their supervisor. Employees must stay on the job during coffee break. One person will go for the coffee. The time of the coffee break can be changed by the supervisor if the job conditions in his/her opinion so require.

**ARTICLE XVI - TERM**

This agreement shall be effective beginning July 1, 1989 and shall terminate at midnight on June 30, 1992.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Raymond Goode, III  
President

\_\_\_\_\_  
Charles Davis  
President

\_\_\_\_\_  
William Dodd

\_\_\_\_\_  
Paul Cooper  
Secretary

\_\_\_\_\_  
Maureen Mitchell

\_\_\_\_\_  
Harry Burnett

\_\_\_\_\_  
Dr. Kenneth D. King  
Negotiator

\_\_\_\_\_  
Edith Davis

\_\_\_\_\_  
Isaiah Henry

Sidebar: The Board agrees to place in each school adequate foul weather gear appropriate in size for employees in that location.

**Dated: October 30, 1989**